

Storm Water Management Maintenance Agreement for New Land Divisions (after 1/1/03)

The Waukesha County Construction Site Erosion Control and Stormwater Management Ordinance requires the recording of a Storm Water Management Practice Maintenance Agreement. A sample agreement is available from the Department of Parks and Land Use to guide developers in meeting this requirement. For new land divisions, the following applicable language must be included on the face of the subdivision plat or certified survey map at the time of recording.

This property is hereby subject to the following covenants, conditions and restrictions:

1. Maintenance Agreement. There shall be a separately recorded document entitled “Storm Water Management Practice Maintenance Agreement” (“Maintenance Agreement”) that describes the storm water management practices located on this [subdivision plat or CSM] and their maintenance needs.
2. Drainage Easements. All areas designated as “Drainage Easements” are preserved for storm water collection, conveyance, and treatment in accordance with approved plans on file with the Department of Parks and Land Use [or Municipality Name]. Unless otherwise noted in the Maintenance Agreement, drainage easements shall be maintained in a manner that preserves unimpeded flow of surface runoff. No grading or filling is allowed. These areas shall be kept free of buildings, sheds or other structures and shall be maintained in permanent vegetation or other approved cover to prevent soil erosion. Grass swales are reserved for storm water conveyance and shall not be used as vehicle access lanes.
3. Access Lanes. Access lanes, as designated on this [subdivision plat or CSM], are constructed and reserved for heavy equipment that may be required to complete future maintenance activities, as described in the Maintenance Agreement. These lanes shall be kept free of obstructions to maintenance vehicles, such as trees and other woody vegetation. Any gates or other access restrictions must be approved by the [Municipality Name].

[Note: Access lanes may be included within drainage easements or may be designated as a separate “access easement”.]

4. Ownership and Maintenance. The titleholder(s) [or Municipality Name, or other designated “Responsible Party”] shall be responsible for the routine and extraordinary maintenance of all drainage easements and storm water management practice(s), in accordance with the Maintenance Agreement.

[Notes: The titleholder may change after the development is completed. For subdivisions, some storm water practices may be required to be located on outlots with undividable interest by the owners of all lots draining to the practice.]

5. Access and Inspections. The [Municipality Name] is authorized to access the property as necessary to conduct inspections of the storm water management practices to ascertain compliance with the Maintenance Agreement.

6. Corrective Actions. Upon notification to the Responsible Party by the [Municipality Name] of maintenance problems which require correction, the specified corrective actions shall be performed by the Responsible Party within a reasonable time frame as set by the [Municipality Name]. Access for maintenance equipment shall be limited to the designated lanes as shown on the [subdivision plat or CSM].
7. Special Charges. The [Municipality Name] is authorized to perform the corrective actions identified in its inspection report or its notice if the Responsible Party does not make the required corrections within the specified time period. The costs and expenses of such corrective actions shall be entered on the tax roll as a special charge against the Property and collected with any other taxes levied thereon for the year in which the work is completed.
8. Binding on Future Owners. The terms and conditions contained in these covenants shall run with the Property and be binding upon all the successors and assigns.